

THIS CONTRACT OF SALE, made this 29th day of August, in the year, 1956, by and between Alice I. Etzler, individually and as next-of-friend of Silas Etzler, hereinafter called Sellers, and Kenneth H. McGrew and Vivian H. McGrew, his wife, hereinafter called Purchasers.

W I T N E S S E T H: That for and in consideration of the sum of Five Dollars (\$5.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the Sellers do hereby bargain and sell unto the Purchasers and the Purchasers do hereby purchase of and from the Sellers all the following described real estate situate, lying and being in Frederick County, State of Maryland, upon the following terms, conditions and limitations, to-wit:

FIRST: The real estate herein bargained and sold is all that real estate of which George Lewis Etzler died seized and possessed situate, lying and being in Johnsville Election District, Frederick County, Maryland, containing 91-1/4 acres of land, more or less, which was conveyed unto the said George Lewis Etzler by Jareemiah W. Etzler, widower by deed dated January 25, 1930 and recorded in Liber No. 418, Folio 279, one of the Land Records of Frederick County.

SECOND: The purchase price shall be the sum of Eighty-three Hundred Seventy-five Dollars (\$8,375.00) of which sum Five Hundred Dollars (\$500.00) is paid simultaneously with the execution of this contract and the balance shall be paid at the time of settlement and possession, which shall be on or about the first day of November, 1956.

THIRD: It is mutually agreed and understood that this contract is contingent upon the obtention by the Purchasers of a first mortgage on said property in the amount of not less than Five Thousand Dollars.(\$5000.00).

FOURTH: The Sellers agree to convey said property by deed granting a good and merchantable, fee simple title, free and clear of all liens and encumbrances, Taxes shall be adjusted to the date of settlement.

FIFTH: It is mutually agreed and understood that this contract is further contingent upon its ratification by the Circuit Court for Frederick County by virtue of the lunacy of Silas Etzler. The said Alice I. Etzler executes this contract as next-of-friend of the said Silas Etzler. It is mutually agreed and understood that the settlement must be postponed until the final ratification of said contract by the Circuit Court for Frederick County and that this contract shall not be rendered invalid by virtue of the failure to have settlement not later than January 1, 1957, although it is contemplated that settlement may be made by the date above set out. It is mutually understood and